



**Nang K'uula • Nang K'úulaas
"Recognition Agreement"**

BETWEEN:

THE HAIDA NATION, as represented by the President of the Haida Nation on behalf of the Council of the Haida Nation ("**Haida Nation**")

AND:

HIS MAJESTY THE KING IN RIGHT OF CANADA, as represented by the Minister of Crown-Indigenous Relations ("**Canada**")

AND:

HIS MAJESTY THE KING IN RIGHT OF BRITISH COLUMBIA, as represented by the Minister of Indigenous Relations and Reconciliation ("**British Columbia**")

(each a "Party" and collectively the "Parties")

WHEREAS the Parties, on 13 August, 2021, entered into the **GayGahlda • Kwah.hlahl.dáyaa** "Changing Tide" Framework for Reconciliation ("**GayGahlda • Kwah.hlahl.dáyaa**") to advance their work together on Reconciliation; and

WHEREAS in **GayGahlda • Kwah.hlahl.dáyaa** the Parties committed to address priority topics for negotiation through incremental and legally-binding Reconciliation Agreement(s), including with respect to the recognition of the Haida Nation and its governing body.

THE PARTIES THEREFORE AGREE AS FOLLOWS:

1. PURPOSE

- 1.1. The Parties are entering into this Agreement in furtherance of the goals and principles of **GayGahlda • Kwah.hlahl.dáyaa** and Reconciliation, and specifically for Canada and British Columbia to recognize the:

- (a) Haida Nation as the holder of Haida Title and Rights;
- (b) inherent rights of governance and self-determination of the Haida Nation; and
- (c) Council of the Haida Nation as the governing body of the Haida Nation as authorized by the Haida Nation.

2. DEFINITIONS

2.1. In this Agreement:

“Agreement” means this Nang K’uula • Nang K’úulaas Recognition Agreement and includes any schedules;

“British Columbia” means, unless the context otherwise requires, His Majesty the King in right of the Province of British Columbia;

“Canada” means, unless the context otherwise requires, His Majesty the King in right of Canada;

“Coming into Effect Date” means

- (a) for the purposes of British Columbia, the date upon which Provincial Recognition Legislation comes into force; and
- (b) for the purposes of Canada, the date upon which Federal Recognition Legislation comes into force;

“Council of the Haida Nation” (CHN) means the government of the Haida Nation recognized under this Agreement;

“Federal Recognition Legislation” means the act of Parliament that gives effect to sections 5 and 7 of this Agreement;

“Haida Citizen” means those persons identified as citizens in Article 2 of the *Constitution of the Haida Nation*;

“Haida Gwaii” is the territory identified in the map attached as Schedule “A”;

“Haida Nation” means the collectivity of Haida Citizens;

“Haida Title and Rights” means hereditary and aboriginal rights to Haida Gwaii, and includes inherent rights collectively held by the Haida Nation;

“Parties” means Haida Nation, Canada and British Columbia and “Party” means any one of them;

“Provincial Recognition Legislation” means the act of the Legislature that gives effect to sections 5 and 7 of this Agreement;

“Public Official” means

- (a) a director, officer, commissioner, trustee, employee or appointee of the CHN, or of a body, board, commission or corporate entity established by the CHN, that delivers public services and programs;
- (b) any person, including a volunteer, who participates in the delivery of public services and programs under the supervision of: a person referred to in (a) or a Representative of the Haida Nation; or
- (c) an election official appointed by the CHN;

“Reconciliation” is translated as **Gud ad T’alang HIGang.gulxa TII Yahda • TII yá’adee Gii gud ahl t’álang hIGángulaang** (*People Working Together to Make it Right*);

“Reconciliation Agreement(s)” means any agreement(s), including any final agreement or schedule agreed to by the Parties which sets out the constitutional relationship between the Parties, and defines their respective powers, authorities, jurisdictions and duties in relation to each other and Haida Gwaii;

“Representative of the Haida Nation” means persons identified as elected representatives (Article 5.S3) and hereditary chiefs (Article 5.S7) in the *Constitution of the Haida Nation*;

“Secretariat of the Haida Nation” (SHN) means the administrative body of the CHN and is currently registered as a society incorporated under the *Societies Act* (British Columbia); and

“Signing Date” means the date upon which this Agreement is signed by all of the Parties.

3. THE HAIDA NATION

- 3.1. In accordance with the *Constitution of the Haida Nation*, Haida Title and Rights are held collectively by the Haida Nation.
- 3.2. Canada and British Columbia recognize that the Haida Nation:
 - (a) is an “Aboriginal people” of Canada within the meaning of section 35(1) of the *Constitution Act, 1982*;
 - (b) holds Aboriginal rights and title, including an inherent right of governance, recognized and affirmed under section 35(1) of the *Constitution Act, 1982*; and
 - (c) holds an inherent right of self-determination affirmed in the *United Nations Declaration of the Rights of Indigenous Peoples*.
- 3.3. The CHN, established in accordance with the *Constitution of the Haida Nation*, is recognized by Canada and British Columbia as the governing body of the Haida Nation.
- 3.4. The CHN is recognized by Canada and British Columbia as the entity authorized by the Haida Nation to make decisions with respect to Haida Title and Rights.

4. CONSTITUTION OF THE HAIDA NATION

- 4.1. The *Constitution of the Haida Nation* will continue to provide for a democratic and hereditary form of governance fully accountable to the Haida Nation.
- 4.2. The *Constitution of the Haida Nation* may be amended by the Haida Nation in accordance with the process set out in the *Constitution of the Haida Nation*.
- 4.3. The Haida Nation has the right to determine its own identity and citizenship as described in the *Constitution of the Haida Nation*.

5. LEGAL STATUS AND CAPACITY

- 5.1. In accordance with the *Constitution of the Haida Nation*, the governing power of the Haida Nation is vested in the CHN.
- 5.2. Canada and British Columbia recognize the inherent rights of governance and self-determination of the Haida Nation can be exercised by the CHN as its authorized government.
- 5.3. The capacities exercised by the CHN include those known in the common law as the capacities of a "natural person".
- 5.4. Any agreements that the SHN has entered into before the Provincial Recognition Legislation comes into force will continue in accordance with their terms, as if they were entered into by the CHN on behalf of the Haida Nation.
- 5.5. At the time that the Provincial Recognition Legislation comes into force, the obligations, liabilities, interests, assets, properties and tenures held by the SHN will vest in the CHN on behalf of the Haida Nation.

6. INTERGOVERNMENTAL RELATIONS

- 6.1. The Parties will negotiate agreements that build on subsections 3.2(b) and 3.2(c) and section 5.2 to:
 - (a) harmonize their laws, including the application or non-application of provincial or federal laws to the Haida Nation, Haida Citizens or Haida Gwaii;
 - (b) reconcile jurisdictions and management of Haida Gwaii through orderly transitions; and
 - (c) advance core governance matters.

- 6.2. Separate agreements concluded on specific topics affirming Haida Title and Rights, governance and jurisdiction may become constitutionally protected as agreements within the meaning of section 35 of the *Constitution Act, 1982*.
- 6.3. Nothing in this Agreement changes, or precludes future changes to, the existing relationships and legal arrangements between Canada or British Columbia and the Skidegate Band Council and Old Massett Village Council or their band members.

7. LIABILITY AND ACCOUNTABILITY

- 7.1. A Representative of the Haida Nation or Public Official may be held accountable, including in a legal proceeding for damages, and may not rely on section 7.2 as a defence in relation to anything done or omitted in bad faith.
- 7.2. Apart from the circumstances set out in section 7.1, no legal proceeding for damages may be commenced or maintained against a current or former Representative of the Haida Nation or Public Official because of anything done or omitted by that person while acting, or intending to act, as a Representative of the Haida Nation or Public Official.
- 7.3. Section 7.2 does not absolve the CHN or the Haida Nation from vicarious liability arising out of anything done or omitted by a current or former Representative of the Haida Nation or Public Official for which the CHN or the Haida Nation would have been liable had that section not been in force.
- 7.4. Section 7.2 does not absolve a public entity referred to in the definition of Public Official from vicarious liability arising from out of anything done or omitted by a current or former Public Official for which the public entity would have been liable had that section not been in effect.

8. AMENDMENT

- 8.1. Any amendment to this Agreement will require the written agreement of the Parties.
- 8.2. The Parties acknowledge that further processes will be required to approve and implement the other agreements and amendments contemplated in this Agreement.

9. GENERAL

Agreement is Binding

- 9.1. As of the Signing Date, this Agreement is binding on the Parties and the Parties are entitled to rely on this Agreement.

- 9.2. As of the Coming into Effect Date, sections 5 and 7 of this Agreement are binding on the Parties and all other persons, and the Parties and all other persons are entitled to rely on them.

Representations and Warranties

- 9.3. The Haida Nation represents and warrants, with the intent and understanding that it will be relied on by the other Parties in entering into this Agreement, that it has the authority and necessary approvals to enter into this Agreement and that this Agreement is a valid and binding obligation of the Haida Nation.
- 9.4. British Columbia represents and warrants, with the intent and understanding that it will be relied on by the other Parties in entering into this Agreement, that it has the authority and necessary approvals to enter into this Agreement and that this Agreement is a valid and binding obligation of British Columbia.
- 9.5. Canada represents and warrants, with the intent and understanding that they will be relied on by the other Parties in entering into this Agreement, that it has the authority and necessary approvals to enter into this Agreement and that this Agreement is a valid and binding obligation of Canada.

Nature of this Agreement

- 9.6. This Agreement is consistent with the *Constitution of the Haida Nation* and the Constitution of Canada, and aligned with the *United Nations Declaration of the Rights of Indigenous Peoples*.
- 9.7. This is an agreement within the meaning of subsection 6(1) of the *Declaration on the Rights of Indigenous Peoples Act*, SBC 2019, c. 4.
- 9.8. This Agreement does not establish, define, diminish or enhance Haida Title and Rights, nor does it fully address the nature and scope of the Haida Nation's inherent rights of governance and self-determination.
- 9.9. This Agreement is not a treaty but is a Reconciliation Agreement.

Validity of Agreement

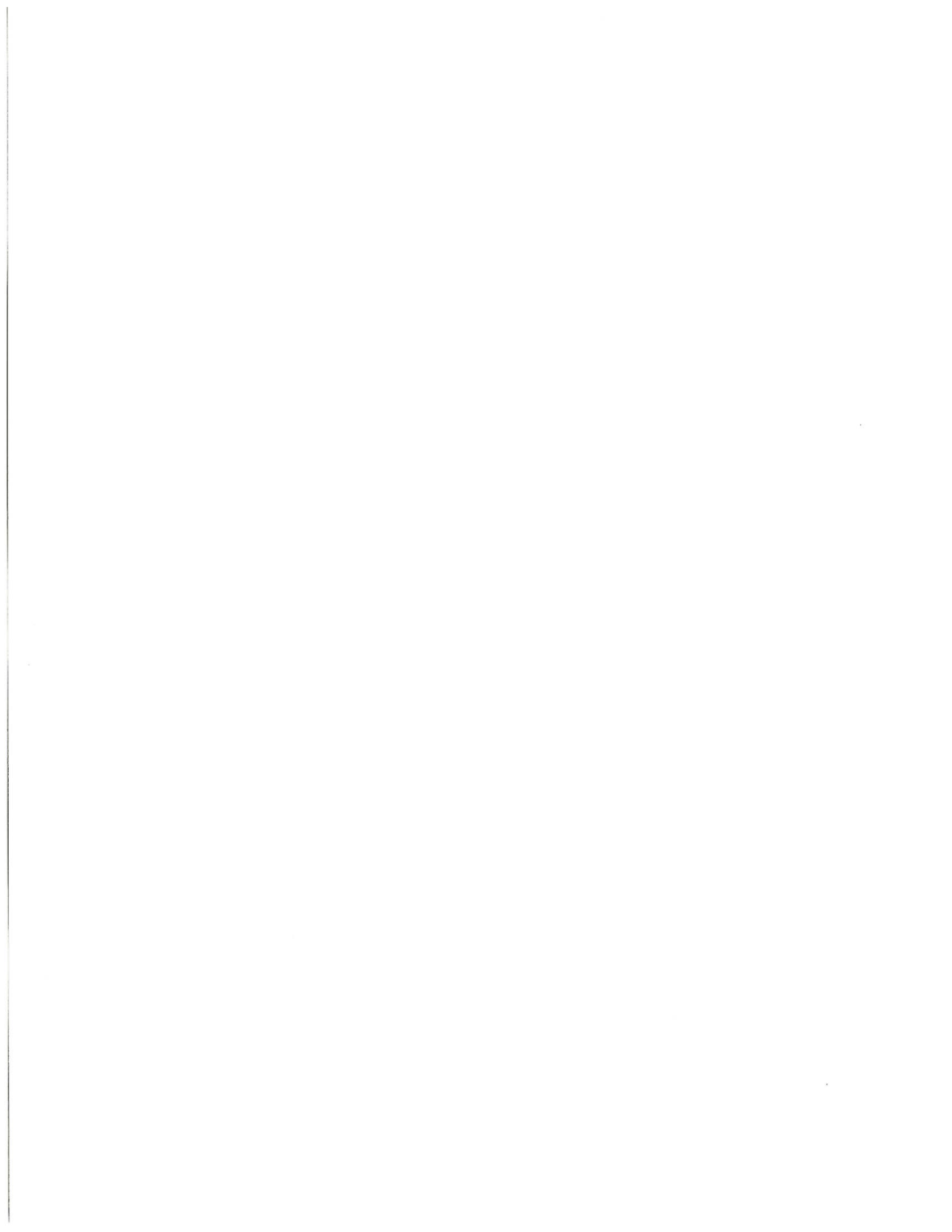
- 9.10. If any part of this Agreement is determined to be void or unenforceable at law:
- (a) the invalidity of that part will not affect the validity of the remainder, which will continue in full force and effect and be construed as if this Agreement had been executed without the invalid part; and
 - (b) the Parties will negotiate and attempt to reach agreement on a replacement for the part declared or held invalid with a view to achieving the intent of the Parties as expressed in this Agreement.

10. INTERPRETATION

- 10.1. There will be no presumption that any ambiguity in any of the provisions of this Agreement should be interpreted in favour of any Party.
- 10.2. All headings in this Agreement are for convenience only and do not form a part of this Agreement and are not intended to interpret, define, limit, enlarge, modify or explain the scope, extent or intent of this Agreement or any of its provisions.
- 10.3. In this Agreement, words in the singular include the plural and words in the plural include the singular, unless the context otherwise requires.
- 10.4. The use of the word “including” means “including, but not limited to”, and “includes” means “includes, but not limited to”.
- 10.5. In this Agreement, a reference to a statute includes all regulations made under that statute and any amendments or replacements.
- 10.6. The Parties may enter into future agreements and arrangements with respect to the matters set out in this Agreement.
- 10.7. After the Signing Date, but before the Coming into Effect Date, the Chief Negotiators for Canada, British Columbia and the Haida Nation may agree to amendments to this Agreement and any Schedule to update information or correct any editing, grammatical or typographical errors. Any updated information or corrections may be incorporated in the printing of this Agreement after the Coming into Effect Date.

11. COMING INTO EFFECT

- 11.1. This Agreement will come into effect as set out in section 11.2 and continue unless or until it is replaced as agreed upon by the Parties.
- 11.2. This Agreement comes into effect on the Signing Date, except for sections 5 and 7 which come into effect on the Coming into Effect Date.
- 11.3. Canada and British Columbia will take the necessary steps to bring this Agreement into effect, including the development of legislation to be recommended to the Parliament of Canada and the Legislature of British Columbia required to provide sections 5 and 7 with the force of law.
- 11.4. Canada and British Columbia will recommend to their respective governments that legislation provide that sections 5 and 7 are binding on and can be relied on by all persons, is approved, given effect and has full legal effect.



12. DISPUTE RESOLUTION

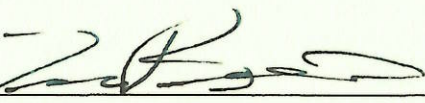
12.1. The Parties will endeavour to resolve any dispute that arises from the interpretation or implementation of this Agreement informally, including by a meeting of senior officials, which may include the President of the Haida Nation and the Minister(s), before resorting to litigation to resolve the dispute.

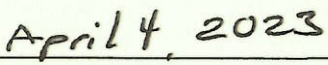
13. SIGNATURES


13.1. This Agreement may be signed in counterpart.

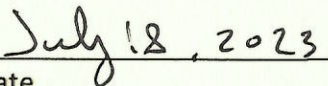

Gaagwiis Jason Alsop
President of the Haida Nation


Date



Witness

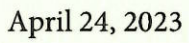

Date



Marc Miller
Minister of Crown-Indigenous Relations

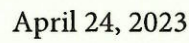

Date

Witness


Murray Rankin
Minister of Indigenous Relations and Reconciliation


Date


Witness


Date



Schedule A

Haida Gwaii

Coordinates in UTM Zone 9 (metres)

Label	Latitude	Longitude
A	348,813	6,063,183
B	354,075	6,005,638
C	354,213	5,949,126
D	385,477	5,866,629
E	451,544	5,764,381
F	450,879	5,690,936
G	222,511	5,380,719

